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THE CURLEW LAW FIRM

This Attorney-Client **REVISED** Retainer Agreement is between Robert J. Shiver, Prudent Revere Capital Group Inc., and Robert J. Shiver LLC (the "Clients") and Curlew New York LLC (the "Attorney") and Curlew New York (the "Attorney") and is made on the 31st day of March, 2021. This **REVISED** Retainer Agreement supersedes any agreement previously made, or alleged to have been made, whether orally or in writing, which upon the signing of this agreement have no legal effect.

This **REVISED** Agreement contains the entire agreement between the Clients and the Attorney relative thereto. This Agreement shall not be modified except by written agreement signed by the Clients and the Attorney. To repeat: The Attorney must sign with a signature any modifications.

31 March 2021

Robert Shiver hereby acknowledges the previous two paragraphs with his initials (RJS) here: RJS. The lack of initials by Robert Shiver, on behalf of all three clients, voids this Agreement.

1. SCOPE AND DUTIES. Attorney's responsibility under this Agreement shall be solely related to performing legal services relating to defending the Clients against the claims in Johnna L. Ayres v. Shiver et al., No. 21 Civi. 00473, pending in the Eastern District of New York (the "FLSA Action").

2. WORK TO BE PERFORMED. The Attorney's responsibility under this Agreement shall include all work through summary judgment including discovery, the filing of the summary judgment motion and all settlement discussions. Further litigation in FLSA Action is not covered by this retainer agreement. For instance, if this matter were to proceed to trial then a new retainer agreement would be executed between the Clients and the Attorney. Likewise, the Attorney's responsibilities do not include any appeals whether they be from a final judgment or an interlocutory appeal, nor do they include matters not directly related to the FLSA Action.

3. FEES. Attorney has received two payments of \$1,500 from the Clients for a total of \$3,000. Attorney and Clients agree that Clients will pay \$1,500 for the next six (6) months due on the 15th of each month (i.e., April 15, 2021, May 15, 2021; June 15, 2021; July 15, 2021; August 15, 2021; and September 15, 2021). Thus, the total in fees is \$12,000.

Robert Shiver hereby acknowledges that any failure to pay the money on the date due will result in an immediate motion to withdraw. Robert Shiver acknowledges that failure to pay on each due date is a

Robert J. Shiver

substantial failure to fulfill an obligation to this firm regarding this firm's services and Attorney is entitled to fees on any motion to withdraw for time spent on an hourly rate of \$450 an hour for the Attorney's work.

Robert Shiver hereby acknowledges the previous two paragraphs with his initials (RJS) here: RS ^{31 March 2021}. The lack of initials by Robert Shiver, on behalf of all three clients, voids this Agreement.

4. EXPENSES. Certain expenses (the "Expenses") may be incurred by the Attorney on the Client's behalf during the course of the Attorney's representation. The Client will reimburse the Attorney for all Expenses, which may include but are not limited to filing fees, expenses for recording documents, obtaining deposition transcripts or abstracts, travel, computerized research, long distance telephone calls, photocopies, courier deliveries and secretarial overtime, as well as the fees and expenses of experts whose services may be engaged by us on your behalf, and all other expenses reasonably necessary for the proper performance of legal services. Expenses will be billed to the Client monthly. Client will pay Expenses directly to the service provider whenever requested.

5. ARBITRATION OF FEE DISPUTES. Although we sincerely hope that we will not have any disagreements with respect to our legal fees, Part 137 of the Rules of the Chief Page 3 of 4 Administrator of the New York Courts provides that certain fee disputes are subject to arbitration at the Client's option. We will provide you with a copy of that Rule upon request. Information may also be obtained at www.courts.state.ny.us/admin/feedispute/index.shtml.

6. CLIENT'S RIGHTS AND RESPONSIBILITIES. The rights and responsibilities of the Client are outlined within the New York State Bar Association's STATEMENT OF CLIENT'S RIGHTS and STATEMENT OF CLIENT'S RESPONSIBILITIES, both of which are attached to this Agreement. By signing this Agreement, the Client confirms receipt of these Rights and Responsibilities statements.

7. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client shall be construed as a promise or guarantee about the outcome of Attorney's representation of Client's interests; however, the Attorney will make all best and reasonable efforts to reach an outcome that is favorable for the Client.

8. TERMINATION. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, or on thirty days' advance notice, or for good cause. Good cause includes the Client's breach of this Agreement, **Client's nonpayment of fees or costs**, and the Client's failure to cooperate with the Attorney or to follow the Attorney's advice on a material matter or any other fact or representation that would render the Attorney's continuing representation unlawful or unethical.

9. SEVERABILITY. This Agreement contains the entire agreement between the Client and the Attorney relative thereto. **This Agreement shall not be modified except by written agreement signed by the Client and the Attorney.**

Robert J Shiver
31 March 2021

9. EFFECTIVE DATE. The effective date of this Agreement shall be the date upon which the Attorney signs the Agreement after the Client has signed as specified below.

Robert J Shiver Robert J Shiver 31 March 2021

Client's Name and Signature Date

 Isaac Myers III *Brian Lehman* Brian Lehman March 31, 2021

Attorney's Name and Signature Date

Client must sign each page in addition to this page. Client must send all three pages to Attorney. This Agreement is only binding when signed by a member of Curlew New York LLC and sent back to the Client via email.

31 March 2021
Robert J Shiver